



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department

P. O. Box 27581

Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

December 26, 1979

105797

RECORDATION NO. 10875-F Filed 1425

DEC 27 1979 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No.

Date DEC 27 1979

Fee \$ 10.00

ICC Washington, D. C.

Dear Mrs. Mergenovich:

I am enclosing for filing and recordation under the provisions of 49 U.S.C. § 11303 executed counterparts Nos. 1 through 6 of Amendment Agreement dated as of December 1, 1979, to Seaboard Coast Line Railroad Reconstruction and Conditional Sale Agreement, Hulk Purchase Agreement, Lease of Railroad Equipment and Transfer Agreement, all dated as of June 1, 1979, filed with your Commission on October 10, 1979, at 4:00 p.m. and assigned Recordation Nos. 10875, 10875-A, 10875-B, and 10875-D, respectively. Counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Amendment Agreement

- (a) Lessor-Vendee-Buyer-Transferor - The Connecticut Bank and Trust Company, One Constitution Plaza, Hartford, Connecticut 06115
- (b) Lessee-Builder-Seller - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Va. 23230
- (c) Vendor-Transferee - LaSalle National Bank, 135 South LaSalle Street, Chicago, Illinois 60690

2. Description of the equipment covered by the Reconstruction and Conditional Sale Agreement, Hulk Purchase Agreement, Lease of Railroad Equipment, and Transfer Agreement, as amended by Amendment Agreement

Identifying Marks

"Ownership Subject to a Security Agreement
Filed with the Interstate Commerce Commission"

1970

- 2 -

Not correct
See
Amendment filed
herewith

<u>General Description</u>	<u>Type of Equipment</u>	<u>A.A.R. Mech. Design.</u>	<u>Number</u>	<u>To Be Assigned From Series Bearing SCL Road Numbers</u>
Box cars	70- and 90-ton	XL	900	39640-39999 59925-59999 79600-79999 94840-94999 98885-98999
Hopper cars	100-ton	LO	200	239800-239999 259925-259999

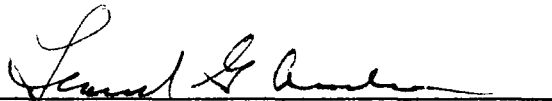
Counterparts Nos. 2 through 6 of the above-mentioned document should be returned to Mr. K. K. Hyers, P. O. Box 27581, Richmond, Virginia 23261.

I am enclosing this company's check in the amount of \$10.00 made payable to the Commission covering the recordation fee for the above-mentioned Amendment Agreement.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By



Leonard G. Anderson
Vice President and Treasurer

Interstate Commerce Commission
Washington, D.C. 20423

12/27/79

OFFICE OF THE SECRETARY

Leonard G. Anderson
Seaboard Coast Line RR. Co.
P.O. Box 27581
Richmond, Va.

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/27/79 at 3:40pm, and assigned re-recording number(s). 10875-48

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

DEC 27 1979 - 3 40 PM

CS&M Ref. 2043-929

INTERSTATE COMMERCE COMMISSION

AMENDMENT AND AGREEMENT (this "Agreement") dated as of December 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), SEABOARD COAST LINE RAILROAD COMPANY (the "Builder" or the "Lessee"), LA SALLE NATIONAL BANK, as Agent (the "Agent"), TWENTY-SECOND HFC LEASING CORPORATION (the "Owner") and HFC LEASING INC. (the "Owner Parent").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of June 1, 1979 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of June 1, 1979 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of June 1, 1979 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of June 1, 1979 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease"), and a Hulk Purchase Agreement dated as of June 1, 1979 (the "Hulk Purchase Agreement"); the Owner and the Vendee have entered into a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of June 1, 1979 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 10, 1979, at 4:00 p.m. and were assigned recordation numbers 10875, 10875-D, 10875-B, 10875-C and 10875-A, respectively; and

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to add certain units of railroad equipment and correct certain other information relating to the specifications of the railroad equipment described in the Documents.

NOW, THEREFORE, in consideration of the mutual

agreements herein contained, the parties hereto agree as follows:

1. Schedule A to the RCSA and Schedule A to the Lease are amended by adding to the railroad equipment listed under the caption "Railroad Road Numbers" the box cars described by the following railroad road numbers: "SCL 59925-59999".

2. The Hulk Purchase Agreement and the Transfer Agreement are hereby amended by changing the line in Annex I to the Hulk Purchase Agreement and Annex I to the Transfer Agreement reading "70-ton box cars 860000-860024" to read "90-ton box cars 860000-860024".

3. Execution and delivery of this Agreement by the Owner shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement.

4. The Documents are hereby amended to permit the amendments effected by this Agreement. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and as such Document may from time to time be otherwise amended.

5. Except as amended hereby, the Documents shall remain in full force and effect.

6. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

7. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

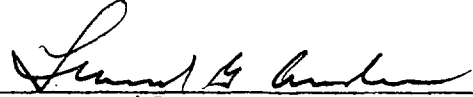
8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective

corporate seals duly attested, to be hereunto affixed as of the day and year first above written.

SEABOARD COAST LINE RAILROAD
COMPANY,

by



Vice President and Treasurer

[Corporate Seal]

Attest:



Assistant Secretary

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee,

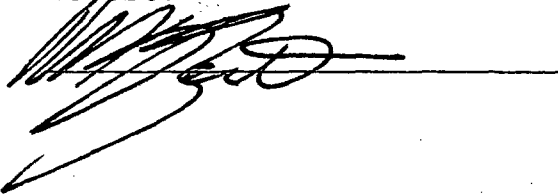
by



Authorized Officer

[Corporate Seal]

Attest:



LA SALLE NATIONAL BANK, as Agent,

by

Vice President

[Corporate Seal]

Attest:

HFC LEASING INC.,

by _____

[Corporate Seal]

Attest:

TWENTY-SECOND HFC LEASING
CORPORATION,

by _____

[Corporate Seal]

Attest:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Association, that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

[Notarial Seal]

My commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of TWENTY-SECOND HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of HFC LEASING INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My commission expires

AMENDMENT AND AGREEMENT (this "Agreement") dated as of December 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), SEABOARD COAST LINE RAILROAD COMPANY (the "Builder" or the "Lessee"), LA SALLE NATIONAL BANK, as Agent (the "Agent"), TWENTY-SECOND HFC LEASING CORPORATION (the "Owner") and HFC LEASING INC. (the "Owner Parent").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of June 1, 1979 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of June 1, 1979 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of June 1, 1979 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of June 1, 1979 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease"), and a Hulk Purchase Agreement dated as of June 1, 1979 (the "Hulk Purchase Agreement"); the Owner and the Vendee have entered into a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of June 1, 1979 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 10, 1979, at 4:00 p.m. and were assigned recordation numbers 10875, 10875-D, 10875-B, 10875-C and 10875-A, respectively; and

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to add certain units of railroad equipment and correct certain other information relating to the specifications of the railroad equipment described in the Documents.

NOW, THEREFORE, in consideration of the mutual

agreements herein contained, the parties hereto agree as follows:

1. Schedule A to the RCSA and Schedule A to the Lease are amended by adding to the railroad equipment listed under the caption "Railroad Road Numbers" the box cars described by the following railroad road numbers: "SCL 59925-59999".

2. The Hulk Purchase Agreement and the Transfer Agreement are hereby amended by changing the line in Annex I to the Hulk Purchase Agreement and Annex I to the Transfer Agreement reading "70-ton box cars 860000-860024" to read "90-ton box cars 860000-860024".

3. Execution and delivery of this Agreement by the Owner shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement.

4. The Documents are hereby amended to permit the amendments effected by this Agreement. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and as such Document may from time to time be otherwise amended.

5. Except as amended hereby, the Documents shall remain in full force and effect.

6. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

7. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective

corporate seals duly attested, to be hereunto affixed as of the day and year first above written.

SEABOARD COAST LINE RAILROAD
COMPANY,

by

[Corporate Seal]

Vice President and Treasurer

Attest:

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

LA SALLE NATIONAL BANK, as Agent,

by

[Corporate Seal]

Vice President

Attest:

Mr. [Signature]

HFC LEASING INC.,

by _____

[Corporate Seal]

Attest:

TWENTY-SECOND HFC LEASING
CORPORATION,

by _____

[Corporate Seal]

Attest:

COMMONWEALTH OF VIRGINIA,)) ss.:
CITY OF RICHMOND,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My commission expires

STATE OF CONNECTICUT,)) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My commission expires

STATE OF ILLINOIS,)
COUNTY OF COOK,) ss.:

On this 17TH day of December 1979 before me personally appeared R. K. WEBER, to me personally known, who, being by me duly sworn, says that he is Vice President of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Association, that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Patricia M. Kennedy
Notary Public

[Notarial Seal]

My commission expires My Commission Expires August 24, 1968

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of TWENTY-SECOND HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of HFC LEASING INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My commission expires

AMENDMENT AND AGREEMENT (this "Agreement") dated as of December 1, 1979, among THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Vendee"), SEABOARD COAST LINE RAILROAD COMPANY (the "Builder" or the "Lessee"), LA SALLE NATIONAL BANK, as Agent (the "Agent"), TWENTY-SECOND HFC LEASING CORPORATION (the "Owner") and HFC LEASING INC. (the "Owner Parent").

WHEREAS the parties to this Agreement have entered into a Participation Agreement dated as of June 1, 1979 (the "Participation Agreement"); the Vendee, the Agent and the Builder have entered into a Reconstruction and Conditional Sale Agreement dated as of June 1, 1979 (the "RCSA"); the Agent and the Vendee have entered into a Transfer Agreement dated as of June 1, 1979 (the "Transfer Agreement"), and an Assignment of Lease and Agreement dated as of June 1, 1979 (the "Lease Assignment"); the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of June 1, 1979 (the "Lease"), and a Hulk Purchase Agreement dated as of June 1, 1979 (the "Hulk Purchase Agreement"); the Owner and the Vendee have entered into a Trust Agreement dated as of June 1, 1979 (the "Trust Agreement"); and the Lessee has consented to the terms and conditions of the Lease Assignment pursuant to the Lessee's Consent and Agreement dated as of June 1, 1979 (the "Consent") (such Participation Agreement, RCSA, Transfer Agreement, Lease, Lease Assignment, Hulk Purchase Agreement, Trust Agreement and Consent being hereinafter collectively called the "Documents");

WHEREAS the RCSA, the Transfer Agreement, the Lease, the Lease Assignment and the Hulk Purchase Agreement were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 10, 1979, at 4:00 p.m. and were assigned recordation numbers 10875, 10875-D, 10875-B, 10875-C and 10875-A, respectively; and

WHEREAS the parties hereto desire to amend the RCSA, the Lease, the Transfer Agreement and the Hulk Purchase Agreement to add certain units of railroad equipment and correct certain other information relating to the specifications of the railroad equipment described in the Documents.

NOW, THEREFORE, in consideration of the mutual

agreements herein contained, the parties hereto agree as follows:

1. Schedule A to the RCSA and Schedule A to the Lease are amended by adding to the railroad equipment listed under the caption "Railroad Road Numbers" the box cars described by the following railroad road numbers: "SCL 59925-59999".

2. The Hulk Purchase Agreement and the Transfer Agreement are hereby amended by changing the line in Annex I to the Hulk Purchase Agreement and Annex I to the Transfer Agreement reading "70-ton box cars 860000-860024" to read "90-ton box cars 860000-860024".

3. Execution and delivery of this Agreement by the Owner shall constitute authorization for and direction to the Vendee to execute and deliver this Agreement.

4. The Documents are hereby amended to permit the amendments effected by this Agreement. Each Document is hereby amended so that any reference therein to any Document shall be deemed to refer to such Document as amended by this Agreement and as such Document may from time to time be otherwise amended.

5. Except as amended hereby, the Documents shall remain in full force and effect.

6. The Lessee will promptly cause this Agreement to be filed in accordance with the provisions of Article 17 of the RCSA, Section 14 of the Lease and Paragraph 7 of the Lease Assignment.

7. The terms of this Agreement and all the rights and obligations hereunder shall be governed by the laws of the State of Connecticut.

8. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all the parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective

corporate seals duly attested, to be hereunto affixed as of the day and year first above written.

SEABOARD COAST LINE RAILROAD
COMPANY,

by

[Corporate Seal]

Vice President and Treasurer

Attest:

THE CONNECTICUT BANK AND TRUST
COMPANY, as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

LA SALLE NATIONAL BANK, as Agent,

by

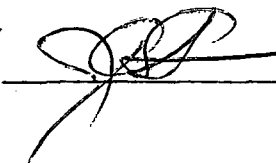
[Corporate Seal]

Vice President

Attest:

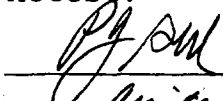
HFC LEASING INC.,

by



[Corporate Seal]

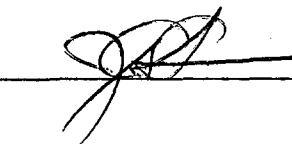
Attest:



Assistant Secretary

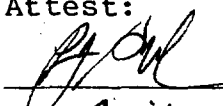
TWENTY-SECOND HFC LEASING CORPORATION,

by



[Corporate Seal]

Attest:



Assistant Secretary

COMMONWEALTH OF VIRGINIA,)
) ss.:
CITY OF RICHMOND,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

Notary Public

[Notarial Seal]

My commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of LA SALLE NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said Association, that said instrument was signed and sealed on behalf of said Association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Association.

Notary Public

[Notarial Seal]

My commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 20th day of December 1979 before me personally appeared John C. Salomone, to me personally known, who, being by me duly sworn, says that he is a Vice President of TWENTY-SECOND HFC LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My commission expires *May 20, 1981*

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 20th day of December 1979 before me personally appeared John C. Solomone, to me personally known, who, being by me duly sworn, says that he is a Vice President of HFC LEASING INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Elizabeth B. Kasper
Notary Public

[Notarial Seal]

My commission expires May 20, 1981